

09-13-2000

FORM PTO-1618A

Expires 06/30/99
OMB 0651-0027



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

8.14.0

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other _____

Effective Date
Month Day Year
06 30 00

Conveying Party

Mark if additional names of conveying parties attached

Name STORECAST MERCHANDISING CORPORATION

Execution Date
Month Day Year
06 30 00

Formerly _____

1863921

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other _____

Citizenship/State of Incorporation/Organization NEW JERSEY

Receiving Party

Mark if additional names of receiving parties attached

Name PETRA MEZZANINE FUND, L.P.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 172 SECOND AVENUE, NORTH

Address (line 2) _____

Address (line 3) NASHVILLE

TENNESSEE/U.S.A.

37201

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

12/2000 NTHAI1 00000535 1863921

FC:481
FC:482

40.00 OP
100.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002133 FRAME: 0584

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number: #
Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Mindy Ellis Schwartz
Name of Person Signing

Mindy Ellis Schwartz
Signature

August 14, 2000
Date Signed

EXHIBIT 1

NOTICE OF SECURITY AGREEMENT

NOTICE dated as of June 30, 2000, of certain security interests in certain intellectual property as set forth in a Security Agreement made by STORECAST MERCHANDISING CORPORATION, a New Jersey corporation, having an address at Oaklands Corporate Center, 440 Creamery Way, Suite B, Exton, Pennsylvania 19241 ("Debtor") to and in favor of PETRA MEZZANINE FUND, L.P., whose address is 172 Second Ave, North, Nashville, Tennessee 37201 (together with its successors and assigns, the "Secured Party"), pursuant to an Investment Agreement dated of as of June 30, 2000, between an affiliate of Debtor and Secured Party (as may be amended or modified from time to time, the "Investment Agreement"). Such Security Agreement, as may be amended or modified from time to time, is referred to as the "Security Agreement."

WHEREAS, Debtor is the owner of certain intellectual property collateral (the "Listed Intellectual Property Collateral") as listed in Schedules A, B and/or C hereto; and

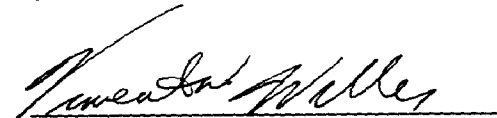
WHEREAS, Secured Party has agreed to make certain loans pursuant to the Investment Agreement on the condition that the Debtor pledge and grant to Secured Party as collateral for Liabilities (as defined in the Security Agreement) a security interest and lien in and on "IP Collateral" (as defined in the Security Agreement), including but not limited to the Listed Intellectual Property Collateral, together with all other related claims and rights, including but not limited to associated goodwill, as more fully set forth in the Security Agreement.

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Liabilities, Debtor hereby pledges, grants and collaterally assigns to Secured Party a security interest and lien in and to all rights, title and interest in and to the aforesaid IP Collateral, including but not limited to the Listed Intellectual Property, and gives notice of such security interest and the existence of the Security Agreement providing therefor.

Executed as of the date first set forth above.

**STORECAST MERCHANDISING
CORPORATION**

By: _____



Name: Vincent N. Willis

Title: President

EXHIBIT "A"
to Notice of Security Agreement

COPYRIGHT COLLATERAL

COPYRIGHT
TITLE AND
DESCRIPTION

DATE OF
CREATION;
FIRST DATE OF
DISTRIBUTION;
DATE OF
APPLICATION
OR
REGISTRATION

APPLICATION
NUMBER OR
REGISTRATION
NUMBER

ORIGINAL
AUTHOR OR
OWNER OF
COPYRIGHT (IF
DIFFERENT
FROM DEBTOR)

RECORDATION
NUMBER OF IP
AGREEMENT
TRANSFERRING
FROM OWNER
TO DEBTOR (IF
ORIGINAL
OWNER OF
COPYRIGHT IS
DIFFERENT
FROM DEBTOR)

EXHIBIT "B"
to Notice of Security Agreement

PATENT COLLATERAL

<u>PATENT</u> <u>DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING</u> <u>DATE</u>	<u>STATUS</u>
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EXHIBIT "C"
to Notice of Security Agreement

TRADEMARK COLLATERAL

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
Storecast Merchandising Corporation	U.S.	74470622	1863921	Live
SMC	U.S.	74470620	1908727	Live
Storecasting	U.S.	72436321	0985659	Live
Storetest	U.S.	72376620	0929796	Dead
Storecast	U.S.	72223917	0817146	Live
Storecast Music to Buy By	U.S.	71599298	0556426	Dead
Storecasting	U.S.	71498728	0426987	Live